

UNITED STATES DISTRICT
COURT SOUTHERN DISTRICT OF
NEW YORK

RENTA LLC, d/b/a SiO Beauty, Plaintiff,)
Case No.: 1:20-cv-09173
-against-)
107 DIGITAL VENTURES, LLC d/b/a Oia Skin,)
and eFact LLC,)
Defendants.)
CONSENT JUDGEMENT
AND STIPULATED
PERMANENT
INJUNCTION
)

Plaintiff, Renita LLC d/b/a SiO Beauty (“SiO”), filed civil action number 1:20-cv-09173 on November 2, 2020, against Defendants, 107 Digital Ventures, LLC d/b/a Oia Skin (“Oia Skin”), and eFact LLC (“eFact”), asserting various claims (the “Action”). Oia Skin and eFact have denied SiO’s allegations and deny any liability in the Action.

The parties have stipulated that the Court has jurisdiction over the subject matter of this case and jurisdiction over Oia Skin and eFact. Venue is proper in this District under 28 U.S.C. § 1391(b).

SiO, Oia Skin, and eFact now stipulate and consent to the Court’s entry of this Consent Judgment and Stipulated Permanent Injunction (collectively, the “Consent Judgment”) in full and final resolution of the claims asserted in the Action.

It is therefore ordered that:

1. Without admitting infringement or liability, Oia Skin and eFact will not use any of the packaging, which is the subject of the complaint (the “Original Packaging,”

photos of which are annexed hereto as Exhibit A), but will continue to promote, offer for sale, sell, and distribute its products in the Oia Skin New Packaging, which Oia Skin and eFact launched in November 2020 (the “New Packaging,” photos of which are annexed hereto as Exhibit B), to replace the Original Packaging. This Consent Judgment is entered into by the parties for the purpose of settlement and is without admission by Oia Skin and eFact as to liability for any of the allegations of the complaint in this Action, or as to any matters arising out of the complaint. The Court makes no finding of fact or conclusions of law other than as the parties have stipulated herein concerning any of the allegations or claims SiO asserts in this proceeding.

2. Oia Skin and eFact represent, warrant, and agree that they are the only parties that have manufactured, distributed, sold, marketed, advertised, promoted, or otherwise produced products bearing the Oia Skin Original Packaging.

3. Oia Skin, eFact, and all those who have acted or may in the future act in concert with them, are hereby permanently enjoined and restrained from manufacturing, distributing, selling, displaying, advertising, promoting, or otherwise exploiting in any fashion the Oia Skin Original Packaging or any confusingly similar versions thereof.

4. Oia Skin and eFact will each promptly destroy any remaining Oia Skin Original Packaging units and will, within 14 days of the date the Court grants this Consent Judgement, each provide SiO with a sworn certification from an officer attesting to the destruction of the Oia Skin Original Packaging.

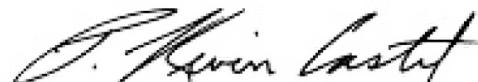
5. SiO acknowledges and agrees that it will not object to Oia Skin’s use of the New Packaging and that such use will not violate this Consent Judgment.

6. The parties agree that no monetary payments shall be made, either for damages or fees, as part of this Consent Judgment.

7. Each party will bear its own costs and legal fees in connection with this litigation.
8. SiO will promptly dismiss the complaint in the Action following the date the Court enters this Consent Judgment.
9. This Consent Judgment constitutes a final judgment concerning the subject matter of the Action.
10. This Court will retain continuing jurisdiction over the parties to this Consent Judgment and over the subject matter of the Action for the purpose of interpreting and enforcing the terms hereof.
11. All of the parties agree to the entry of this Consent Judgment and waive the right to appeal or otherwise contest the same.
12. The parties represent, warrant and covenant that the person executing the Consent Judgement is a duly appointed officer and principle of the respective corporations or other applicable business entities, with power to bind the parties to the terms and conditions hereof. The Defendants' representative represents and warrants that he is a principle in the Oia Skin business and of both Oia Skin and eFact.
13. The parties hereto may execute this Consent Judgment in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and/or by exchange of signature pages by facsimile or electronic means (including by electronic signature or electronic mail).

SO ORDERED.

Dated: January 19, 2021



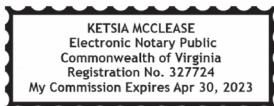
Hon. P. Kevin Castel
UNITED STATES DISTRICT JUDGE

CONSENTED TO:

Dated: January 13, 2021
Seoul, South Korea

State of Virginia
County of Norfolk

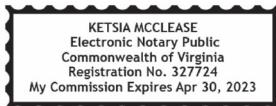
The foregoing instrument was acknowledged before me this 14th of January 2021, by Shin Jae Lee, who has produced a passport as identification.



Dated: January 13, 2021
Seoul, South Korea

State of Virginia
County of Norfolk

The foregoing instrument was acknowledged before me this 14th of January 2021, by Jun Hyuk Choi, who has produced a passport as identification.



**AGREED AS TO FORM AND
CONTENT:**

Dated: January 13, 2021
Falls Church, Virginia

**107 DIGITAL VENTURES, LLC d/b/a
Oia Skin**

SHIN JAE LEE

Title: Owner of 107 Digital Ventures, LLC

Name: SHIN JAE LEE

Notary/

Apostille: Ketsia McClease

eFact LLC

SHIN JAE LEE

Title: Owner of eFact LLC

Name: JUN HYUK CHOI

Notary/

Apostille: Ketsia McClease

PARLATORE LAW GROUP

Timothy C. Parlato

One World Trade Center, Suite 8500 New York, New York

Telephone (212) 679-6312

Facsimile: (212) 554-7700

Attorney for Defendants 107 DIGITAL VENTURES, LLC d/b/a Oia Skin and eFact LLC

CONSENTED TO:

Dated: January 15, 2021
New York, New York

RENITA LLC, d/b/a SiO Beauty

Name: A. Carlson

Title: CEO

**AGREED AS TO FORM AND
CONTENT:**

Dated: January 15, 2021
New York, New York

MOSES & SINGER LLP

Toby Butterfield

Toby M.J. Butterfield
405 Lexington Avenue
New York, NY 10174
Telephone: (212) 554-7800
Facsimile: (212) 554-7700

Attorney for Plaintiff Renita LLC d/b/a SiO Beauty

STATE OF NEW YORK)
COUNTY OF NEW YORK)
Kings) ss.:)

On the 15 day of January, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Audrey Lebovich, by way of two-way video and audio conference in accordance with New York State Executive Order No. 202.7, issued March 19, 2020, and extended by New York State Executive Order No. 202.87, issued December 30, 2020, personally known to me or proved to me on the basis of satisfactory evidence displayed during the two-way video and audio conference to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she was at that time physically present in the State of New York and executed the same in her capacity, and that, by her signature on the instrument, the individual executed the instrument and that a legible copy of the signed instrument was transmitted to and received by me on the same day it was signed.

Lauren T. Giannone
NOTARY PUBLIC

LAUREN T. GIANNONE
Notary Public, State of New York
No. 01GI6056118
Qualified in Kings County
Commission Expires March 19, 2023

[Signature page to Consent Judgement and Stipulated Permanent Injunction.]

EXHIBIT A
Oia Skin Original Packaging



EXHIBIT B
Oia Skin New Packaging

